



# BIRMINGHAM

## CITY SCHOOLS

BUILDING LEADERS. IMPACTING THE WORLD.

**Solicitation Number:** ITB #2023-18  
**Title:** VENDING AND DISPENSING SERVICES  
**Release Date:** Tuesday, November 21, 2023  
**Address:** Birmingham Board of Education  
2015 Park Place North  
Birmingham, AL 35203  
**Phone:** 205.231.4885  
**Email:** purchasing@bhm.k12.al.us

## INVITATION TO BID

### To Prospective Bidders:

Notice is hereby given that the Birmingham Board of Education (the "Board") will accept bids for **ITB #2023-18, VENDING AND DISPENSING SERVICES**. Sealed bids must be submitted to the Birmingham Board of Education, Purchasing Department, Room 202, 2015 Park Place North, Birmingham, Alabama 35203, by **10:00 AM CDT/CST on Wednesday, December 13, 2023**. Bids are due and will be opened at this time.

Faxed or emailed bids are not acceptable. The Invitation to Bid document is available on the District's website at <https://www.bhamcityschools.org/Page/332>. For important dates, please refer to 1.7 – ITB Schedule of Events on Page 8.

Bidder may not withdraw bid after the time set for the opening thereof, unless the award of the contract is delayed for a period exceeding ninety (90) calendar days. The Board reserves the right to reject any or all bids, and to waive all informalities in bidding and to award the contract to the lowest responsible Bidder in accordance with applicable law.

It is not the policy of the Board to award contracts on the basis of price alone, quality and suitability to purpose and the needs of the Board being controlling factors. When applicable, warranty and maintenance agreement will be considered in determining the lowest responsible Bidder.

**THE BOARD WILL NOT ACCEPT BIDS THAT ARE LATE.**

By: Edward McMullen  
Edward McMullen, Director of Purchasing

Company:			Telephone:		
Address:			Fax:		
City:	State:	Zip Code:	Email:		
▶			▶		
Typed/Printed			Title		
▶			▶		
Authorized Signature			Date		

**NO RESPONSE – I hereby submit a "NO RESPONSE" for the following reason(s):**

- |  |   |
|--|---|
| <input type="checkbox"/> Insufficient time to respond to ITB.<br><input type="checkbox"/> Schedule will not permit us to respond.<br><input type="checkbox"/> We do not offer the product or service requested.<br><input type="checkbox"/> Unable to meet specifications. | <input type="checkbox"/> Unable to meet insurance requirements.<br><input type="checkbox"/> Do not send our company future bids.<br><input type="checkbox"/> Other _____<br>_____ |
|--|---|

Please submit "No Response" via email to: [purchasing@bhm.k12.al.us](mailto:purchasing@bhm.k12.al.us)

**ENVELOPE LABEL**

**SEALED BID ENCLOSED**

(To Be Opened By Purchasing Official d Below)

Respondent's: \_\_\_\_\_  
Primary Contact: \_\_\_\_\_  
Respondent's Address: \_\_\_\_\_  
\_\_\_\_\_  
Email Address \_\_\_\_\_

Submit Response To: Edward McMullen, Director of Purchasing  
Birmingham Board of Education  
Purchasing Department, Room 202  
2015 Park Place North  
Birmingham, Alabama 35203

Solicitation No. & Title: ITB #2023-18– VENDING AND DISPENSING SERVICES  
Solicitation Due Date & Time: **Wednesday, December 13, 2023, 10:00 AM CDT/CST**

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**1 INTRODUCTION**

**1.1 Purpose**

The Birmingham Board of Education (the “Board”) is seeking bids from qualified firms (hereafter called “Bidders”) to provide services for **Vending and Dispensing Services** in accordance with the terms, conditions, and requirements contained in this Invitation to Bid (ITB).

The intent of this ITB is for the successful Bidder to provide the expertise and services requested with the expected result to be economical and provide the school system with a higher level of product quality, reliability, performance and customer service.

As it relates to exclusive vending rights at Birmingham City Schools, the terms of this invitation/contract shall not apply to Child Nutrition services/functions that are provided under other valid bids and contracts.

In order to ensure that the required items are provided with the highest possible quality, the Board is interested in establishing a contract with a Bidder experienced and qualified in such contracts that will provide the quality and services requested in a professional and timely manner.

Nothing herein is intended to exclude any responsible Bidder, or in any way restrain or restrict competition. On the contrary, all responsible Bidders are encouraged to submit a bid and their bids are solicited.

**1.2 District Background**

The Birmingham City School District is located in the heart of the Birmingham/Metropolitan area in the center of a large, diverse and culturally mixed community filled with a long rich history. In the business of educating children since 1874, our system is comprised of 42 schools that service the 99 neighborhoods located within the city where the education of over 22,000 students is our top priority.

With the mission to guide all students to achieve excellence in a safe, secure and nurturing environment, the Birmingham City School System is the 5<sup>th</sup> largest school system in Alabama and is governed by an elected board of nine members, representing the nine districts within the city. Birmingham City Schools employs over 2,700 certified and classified workers; and operates on an annual budget of approximately \$302 million dollars.

For more information, please visit the District's website at [www.bhamcityschools.org](http://www.bhamcityschools.org).

**1.3 Minimum Eligibility Requirements**

The District has established minimum qualifications which Bidders must meet in order for the Bidder’s response to be considered responsive.

- Bidder must provide a copy of valid/current business license to conduct business in the State of Alabama or applicable home state.

- Bidder must be in business for a minimum of three (3) years providing similar goods and/or services as required in this solicitation.
- Bidder must provide a minimum of three (3) references for completed and/or current projects that demonstrate the firm's expertise and capabilities of said or similar services.
- Bidder is in good standing with federal, state and municipal jurisdictions to conduct business with the District and is not under investigation or engaged in litigation that would hinder the conduct of business.
- Bidder must provide insurance as required by the District.
- **Bidder must provide all required notifications and forms included as requested in this ITB.**
- Bidder has adequate, qualified and experienced staff to perform and deliver the required goods and/or services throughout the District in a timely manner.

#### **1.4 State of Alabama Immigration Law (Act 2011-535)**

By submitting a bid to this ITB, the Bidder agrees that it will fully comply with the State of Alabama Immigration Law (Act 2011-535), as amended. The Bidder shall enroll in the E-Verify Program prior to performing any work, or continuing to perform any on-going work, and shall remain enrolled throughout the entire course of its performance of the contract awarded pursuant to this ITB. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Visit the U.S. Department of Homeland Security's website at [www.uscis.gov/everify](http://www.uscis.gov/everify) to:

- Print a Memorandum of Understanding (MOU), if previously enrolled in E-Verify.
- Enroll in E-Verify, if not currently enrolled in E-Verify.

Please provide a copy of the completed page below from your company's official E-Verify MOU from Homeland Security. This page is usually located at the end of the MOU.

Homeland Security will assign your company a Company ID Number and Client Company ID Number which will be listed on the page.



Company ID Number:

Client Company ID Number:



Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Number	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

#### Alabama E-Verify Employer Agent Service:

Alabama businesses with 25 or fewer employees may elect to use the Alabama E-Verify Employer Agent Service.

Contact Information:

Online: <http://immigration.alabama.gov/eVerify.aspx>

Phone: 855-837-4396

Bidder shall provide written certification of compliance with Section 9 of the State of Alabama Immigration Law (Act 2011-535), **See Attachment H – Certification of Compliance.**

#### 1.5 Contract Term

The initial contract term shall be for three (3) years, with two (2) additional one (1) year renewal options, not to exceed five (5) years under the same terms and conditions indicated herein.

#### 1.6 Additional Purchases

The total quantity stated will be purchased at one time for one delivery. However, the Board reserves the right to purchase additional quantities under the same pricing and specifications as outlined in this ITB on an as needed basis throughout the contract period.

### 1.7 ITB Schedule of Events

The schedule set forth herein represents the Board's anticipated schedule for this ITB. The Board reserves the right to modify dates at its discretion. The schedule is as follows:

EVENT	DATE
Release and Post ITB	Tuesday, November 21, 2023, 4:00 CST
Deadline to Submit Questions	Tuesday, December 5, 2023, 2:00 CST
Release and Post Addendum – Response to Questions	Thursday, December 7, 2023, 4:00 CST
Bids Due	Wednesday, December 13, 2023, 10:00 CST
Board Approval	TBD
Anticipated Start Date	TBD

### 1.8 Bidder Inquiries

Any questions regarding this Invitation to Bid should be referred to the contact below:

**Edward McMullen, Director of Purchasing**  
**Birmingham Board of Education**  
**Purchasing Department, Room 202**  
**2015 Park Place North**  
**Birmingham, Alabama 35203**  
**Email: [purchasing@bhm.k12.al.us](mailto:purchasing@bhm.k12.al.us)**

Telephone inquiries are not acceptable. All questions must be submitted in writing via email to [purchasing@bhm.k12.al.us](mailto:purchasing@bhm.k12.al.us) on or before **Tuesday, December 5, 2023, by 10:00 A.M. CDT/CST. Questions will not be accepted after the deadline.** Response to questions will be posted on the district's website (See **1.10 Addenda**).

### 1.9 Representatives

Any advice, approvals, or instructions given by Board staff, technical personnel or other representatives to any Bidder are expressions of personal opinion only and do not alter or amend the ITB document. Only addenda can modify documents. All questions must be directed to the Director of Purchasing.

### 1.10 Addenda

Any clarification of the ITB documents will be made by addenda. The Director of Purchasing shall issue addenda to the ITB documents in response to modifications, clarifications or for any other reason the Board considers advisable. Once issued, an addendum becomes a part of the ITB documents. **Addenda will be posted on the BCS website at <https://www.bhamcityschools.org/Page/332>. It is the Bidder's responsibility to view the website for updates and addenda concerning this Invitation to Bid.**

All Bidders shall acknowledge receipt of all addenda by fully completing, signing and submitting **Attachment C - Addenda Acknowledgement** with their bid response to be considered for award.



If not acknowledged, their bid response may be removed from consideration.

#### **1.11 Pre-Bid Conference and Site Visit(s)**

There will not be a Pre-Bid Conference for this solicitation.

#### **1.12 Bid Due Date**

Bids must be received in the Purchasing Department on or before **Wednesday, December 13, 2023, by 10:00 AM CDT/CST**.

Faxed or emailed bids will not be accepted. Bids must be submitted in sufficient time to be received and time/date stamped by the Purchasing Department in Room 202 on or before the bid due date and time.

Bidders shall submit response in accordance with the instructions below:

- **One (1) original** complete bid response with original signatures in black or blue ink.
- **One (1) original Bid Sheet (Attachment A).**
  - The Bid Sheet and additional pricing information shall be in a separate sealed envelope and labeled **"BID SHEET"**.
- Documents may be bound, stapled or clipped together.

The bid response must be in a sealed envelope (including envelopes/boxes by USPS or any other delivery or courier services).

**Bidders shall complete the envelope label (See Page 2) with all appropriate information and affix it to the outside of the sealed envelope containing the response.** This will assist in the proper processing of the response and avoid revealing the contents of the envelope until the official solicitation opening date and time.

The District shall not be responsible for bids delivered late by the United States Postal Service (USPS), or any other delivery or courier services.

The District shall not be responsible for late bids delivered to the mailroom or other locations within the Central Office. Bids must be received in the Purchasing Department on or before the date and time indicated above.

Bids received after the due date and time will not be considered.

Only one (1) bid from any one Bidder will be considered. In the event of multiple submissions, the Bidder will be asked to identify which submission should be analyzed or evaluated. **In no event will the Board consider multiple submissions from the same Bidder.**

#### **1.13 Bid Opening Date**

Bids will be opened in the Purchasing Office, Room 202 located at 2015 Park Place North, Birmingham, Alabama 35203 on the bid due date and time.

No information or opinion concerning the ultimate outcome will be given while consideration of the award is in progress. All bids shall remain open for ninety (90) calendar days from the bid due date pending evaluation and award.

#### 1.14 Prime Bidder

Only one (1) bid from any one Bidder will be considered. In the event that multiple Bidders submit a joint bid, identify a single Bidder as the Prime Bidder. The Prime Bidder is responsible for administering the overall project, coordinating and monitoring plans and schedules, status information, administering necessary changes, and overseeing the preparation of reports and presentations. **In no event will the Board consider multiple submissions from the same Bidder.**

#### 1.15 Bid Submittal Items

The information and forms shall be completed, signed by an officer or authorized representative of the company and included as part of the bid. Failure to comply with ITB submittal requirements may be grounds for bid rejection.

Bidder shall complete and submit the following:

- I. **One (1) original** complete bid response with original signatures in black or blue ink.
- II. **One (1) original Bid Sheet (Attachment A)** as outlined in **1.12**.
- III. Copy of E-Verify Memorandum of Understanding (MOU), if applicable
- IV. Copy of Valid/Current Business License
- V. Alternate Products – Proof of Product Equivalency and Manufacturer Specification Sheets, if applicable
- VI. Required Forms
  - Attachment A - Bid Sheet Form (**separate sealed envelope**)
  - Attachment B - Insurance Requirements Form
  - Attachment C - Addenda Acknowledgement Form
  - Attachment D - Reference Form
  - Attachment E - Debarment Form
  - Attachment F - Alabama Child Protection Act of 1999 Chapter 22A Form
  - Attachment G - BCS Minority Participation Program Policy Form
  - Attachment H - BCIA Minority Participation Form
  - Attachment I - State of Alabama Immigration Law (Act 2011-535) Cert. of Compliance Form
  - Attachment J - Drug-Free Workplace Certification Form
  - Attachment K - Bid Certification Form
  - Attachment L - Non-Collusion Certification Form
  - Attachment M - Vendor Questionnaire Form
  - Attachment N - Disclosure Statement Form
  - Attachment O - Special Conditions and Requirements

#### 1.16 Bid Preparation

Bidders will prepare bids in accordance with the following:

1. All bids shall be typewritten or filled in with a pen in black or blue ink. Bids having erasure or corrections must be initialed by the Bidder in ink. All bids must be signed in ink by an officer or employee having authority to legally bind the Bidder.
2. Unit prices will be shown when called for on the bid sheet. In the event there is a conflict between the unit price and total price, the unit price will be used in determining the correct total price.
3. The Birmingham Board of Education is exempt from Federal excise and Alabama sales and use taxes. Prices quoted shall not include Federal excise or state sales and use taxes. A Tax-Exempt Certificate will be provided upon request. However, the Bidder shall be responsible for payment of all sales, use, lease, ad valorem and any other taxes that may be levied or assessed by reason of the transaction.
4. By submitting a bid, each Bidder certifies that it is a duly qualified, capable, and bondable business entity, that it is not contemplating bankruptcy.
5. In setting forth these specifications, it is our intention and desire to offer equal opportunity to all Bidders, within the framework of standards of quality and design herein established. The specifications indicate the quality and services desired or acceptable, but the quality of the item and services on which bids are submitted must, in all cases, **be equal or better in quality**.

#### **1.17 Additional Information**

Bidder should include any additional information (on separate sheets) that is believed to be pertinent but not explicitly asked for elsewhere in the Invitation to Bid.

#### **1.18 Withdrawal of Bid**

No bid submitted to the Purchasing Department may be revised unless a written modification signed by an authorized official of the company is received by the Director of Purchasing before the bid opening time.

Bids may be withdrawn prior to the bid opening time by presentation of written request to withdraw, signed by an authorized official of the company and received by the Director of Purchasing prior to the bid opening time. **No bid shall be withdrawn or modified after the time set for bid opening.**

#### **1.19 Late Bid**

Bids received after the date and time set for the bid opening will not be considered.

#### **1.20 Rejection of Bid**

The Board may reject a bid, but not limited to the following, if:

1. The Bidder misrepresents or conceals any material fact in the bid.
2. The bid does not conform to the ITB documents.
3. The bid does not comply with requirements, specifications, and conditions of the ITB document.
4. It is deemed in the best interest of the Board.

#### **1.21 Acceptance of Bid**

Upon acceptance of a bid by the Board and issuance of a contract award or purchase order by the Director of Purchasing, the successful Bidder will deliver the items as specified at the stated price, within the time specified, and in accordance with all provisions of the ITB documents.

### **1.22 Award**

It is the intent of the Board to award the contract to a single Bidder. However, the Board reserves the right to award one or multiple Bidders, item-by-item basis or to make no award, as determined to be in the best interest of the District.

The contract will be awarded on evaluation of bids considering all essential factors and in a manner which will best serve the interest of the Birmingham Board of Education. It is not the policy of the Board to award contracts on the basis of price alone, quality of service and suitability to purpose and the needs of the Board being controlling factors.

The Board will award the contract to the lowest responsible Bidder submitting the best overall bid or may reject any or all bids.

A refusal by the first lowest responsible Bidder may result in the bid being awarded to the next lowest responsible Bidder meeting requirements and specifications.

### **1.23 Protests**

Any protest to the Board for consideration of any bid must be submitted in writing and received by the Director of Purchasing no later than five (5) business days after date of Notice of Intent to Award. The Director of Purchasing will send a written reply to the protesting Bidder.

### **1.24 Disputes and Appeals**

Birmingham Board of Education is the final authority on issues relating to this contract. The Director of Purchasing is the Birmingham Board of Education and Birmingham City School's representative in the award and administration of this contract, and will issue and receive all documents, notices and correspondence.

If a protest is not resolved to a Bidder's satisfaction, the Bidder may submit a notice of appeal to the Superintendent of Schools through the Director of Purchasing within five (5) business days from the Bidder's receipt of a reply to the protest. The decision of the Birmingham Board of Education is final and conclusive and binding on all parties concerned.

### **1.25 Cost of Preparation, Submitting Bid/Oral Presentation**

All cost related to the preparation and submission of the bid and oral presentation(s) shall be borne by the Bidder.

## **2 SCOPE OF WORK/SPECIFICATIONS**

Bidder shall install, maintain, operate and service vending machines of the latest design and model.

Bidder shall furnish all labor, supervision, materials, equipment, vended products, supplies and support necessary to provide vending services as outlined below:

### **2.1 Vending Equipment**

Successful Bidder agrees to coordinate with the current Vendor to ensure that new vending machines are placed in each location within 3 days of removal of old machines.

Upon completion of all installations, the successful Bidder shall provide the Board with a list of machines by location, indicating machine capacity, product size and selection, serial numbers, date of installation, and initial machine product counter number.

All machines shall be stocked monthly. Some locations may require additional service, depending on the volume of sales.

Bidder shall provide machines that are modern and state-of-the-art with current mechanical/electronic technology that meet or exceed all federal, state, and local safety and health code requirements.

Bidder shall provide machines with a dollar bill validation feature that includes coin mechanisms that accept combinations of dollar bills, nickels, dimes, and quarters. Additionally, each machine shall have bill changing capability and casters.

Bidder shall furnish machines not set for forced vending and shall include a change dispenser if the customer inserts more money than the item costs.

To ensure accurate record keeping, Bidder shall provide machines equipped with internal non-resettable counters to validate unit sales.

Bidder shall provide machines equipped with Anti-Theft Technology which should prevent entry into machines and include other industry standard theft deterrents.

Bidder shall deliver machines with an energy miser type device. In lieu of the energy miser device, the Bidder can document the energy efficiency features of the vending machine.

Bidder shall provide machines that are timer controlled. Lighting of machines will be kept to the minimum required to view available products.

Bidder shall be responsible for the installation of machines, cages, anchoring devices, excluding electrical line installation. The Board will cooperate with, and support, reasonable requests from the Bidder in this regard.

All equipment will be posted with the Bidder's contact person and telephone number in the event service of equipment is necessary. A refund policy shall be provided at each location.

## **2.2 Maintenance, Repair and Service Calls**

Bidder shall be responsible for performing routine inspection, maintenance, and repair to keep installed machines in good working order at all times. At the request of the Board, the Bidder may be requested to replace defective and chronically out of service machines.

Bidder shall maintain the sanitation and cleanliness of all machines. It is the responsibility of the Bidder to clean the inside and the outside of all machines, as well as all machine areas.

Bidder shall ensure that no machine is out of service for more than 24 hours from the time of notification by Board staff.

The Board reserves the right to inspect the machine interior as well as exterior with a representative of the Bidder at any time during the course of normal district service to ensure the quality of sanitation.

## **2.3 Hours of Operation – Deliveries and Service Calls**

Deliveries and service calls are permitted during regular school and business hours between 8:00 AM to 3:00 PM, Monday through Friday. Other times must be coordinated and approved by the school principal or designated representative.

## **2.4 Bidder Personnel**

All delivery route drivers and service technicians shall wear uniforms depicting their Vending and Dispensing Services and company Vending and Dispensing Services. All vehicles entering Board /school property will be identified by the Bidder's company Vending and Dispensing Services.

Bidder shall be responsible for the appearance of employees, ensure their conduct and behavior is professional and courteous and adheres to all Board regulations at all times.

Bidder shall employ sufficient staff of fully trained and experienced employees to keep vending machines adequately stocked and in good working order.

## **2.5 Damage/Theft**

The Bidder shall be solely responsible for all damages to machines and all theft that occurs with the machines due to vandalism and or key entry. While the Board will make every reasonable effort to assist in minimizing damage and/or loss from vandalism or theft, the Board will bear no monetary responsibility for damage to Bidder's property or loss of Bidder's product.

## **2.6 Commission Payment**

Bidder shall pay commission payments by the 15<sup>th</sup> day for the prior month's gross sales and shall include monthly commission reports by location and vending machine.

Payments shall be mailed to the following address:

**Birmingham Board of Education  
Maria Glover, CSFO  
Finance Department, Room 204  
2015 Park Place North  
Birmingham, Alabama 35203**

## **2.7 Access and Audit**

For the purpose of verifying pricing, the successful Bidder must agree to allow the Board to audit related records with 72-hour notice.

## **2.8 Product Selections**

Bidder shall provide a full vending product list indicating vending prices, brand Vending and Dispensing Services and size portions for all snacks and beverages to be sold in machines.

All products and services provided under this contract must fully comply with the policies and procedures of the Birmingham Board of Education and the State of Alabama Department of Education Child Nutrition Division.

The Board may request product samples, if needed. Product samples shall be furnished within 3 business days once a request has been made. The Board reserves the right to add or delete consumable items to this contract as required.

## **2.9 Price Increases**

The Board reserves the right to review, approve/accept, reject or negotiate any price increases in products being served. Bidder must provide at least sixty (60) days written notice of price increases.

## **2.10 Refunds**

The Bidder shall reimburse customers the full amount of lost funds when insufficient change, non-receipt of product, or spoilage product is received from vending machines. The delivery person will routinely check with designated representative to address problems, concerns, refunds, etc.

## **2.11 Utility/Electricity**

The Board shall provide the necessary electricity for the operation of vending machines at no charge to the Bidder.

The Board will not be required to relocate any electrical outlets in order to provide electrical power to vending machines at desired locations. The use of electrical cords for vending machine power which are longer than ten (10) feet must be approved by the designated representative in conjunction with the Facilities Department. Extension cords or drop cords are NOT allowed.

The Bidder shall request, in writing, no later than 45 days after contract award, the desired installation of additional electrical outlets, or movement of existing electrical outlets. The Bidder shall make recommendations for the purpose of determining electrical outlet and vending machine locations within new or significantly reconfigured schools or facilities.

If any site requires additional electrical outlets for vending machines and agreed to by designated representative, the Board will provide the necessary labor and materials for installation. However, providing there is sufficient excess capacity within the electrical system to bear the additional load. In no instance will the Board upgrade a power supply solely to accommodate vending equipment.

### 3 TERMS AND CONDITIONS

#### 3.1 Bid Validity Period

Each Bidder agrees that its bid will remain firm and subject to acceptance by the Board for a period of ninety (90) calendar days from the bid opening date.

#### 3.2 Disposition of Bid

All material submitted in response to this Invitation to Bid shall become the property of the Birmingham Board of Education.

#### 3.3 Bid Security

Bid security shall be payable to Birmingham City Schools. Under the Alabama Bid Law, it is required for any contract exceeding \$40,000 that the Proposer must submit with his/her proposal a certified check, cashier's check or a bid bond to Birmingham City Schools in the amount equal to five (5%) percent of the proposal (subject to a maximum of \$10,000.00).

☒ **Bid Security, Required - \$1,000.00**

☐ Bid Security, Not Required

Bid security or original bid bond must be received with proposal; copies are not acceptable. All proposals must comply with the Alabama State Bid Law. **All proposals submitted without the required bid security will be rejected.** A surety legally authorized to conduct business in the State of Alabama shall issue security bond.

**Personal checks, company checks and money orders are not acceptable.**

Birmingham Board of Education will retain security bonds until:

1. The successful Proposer has signed/executed the contract.
2. Ninety (90) calendar days after proposal opening or until the contract is executed, whichever is shorter.
3. Proposer refuses to enter into a contract.
4. All proposals have been rejected.

#### 3.4 Insurance Requirements

The successful Bidder shall provide the Purchasing Department a current Certificate of Insurance (COI) as evidence of the required types of insurance and minimum liabilities specified in **Attachment B - Insurance Requirements Form**.

Upon notice of award, the COI must be submitted to the Purchasing Department within five (5) business days of notice. Bidder will not be issued a purchase order or contract before receipt of a COI. Therefore, the Bidder shall not commence work on the project until after the Purchasing Department is in receipt of a COI.



The Board reserves the right to terminate any resulting contract, if the Bidder fails to keep these policies in force for the specified amounts or for the duration of the contract term.

### **3.5 Orders**

Purchase Orders are required for all goods and/or services. Bidders shall not accept or deliver orders for goods and/or services against a Requisition Number and without the issuance of a Purchase Order.

### **3.6 Purchase Orders**

Bidder shall not accept orders or perform any work prior to the receipt of a purchase order from Birmingham City Schools. A purchase order issued by the Purchasing Department is the only legal authorization for Bidders to perform services as stated herein.

A commitment, either written or verbal, from District employees without a purchase order issued by the Purchasing Department does not constitute an obligation by the District to a Bidder. Bidders that perform services or provide commodities without a purchase order issued by the Purchasing Department do so at their own risk and at risk of non-payment.

### **3.7 Invoicing and Payment**

Each order will be on a separate invoice and sent to the Accounts Payable Department. Vendor must submit original invoices for payment.

At a minimum, invoices will include:

1. Name, address and telephone number of the Vendor.
2. The purchase order number.
3. Accurate listing of goods and/or services.
4. Quantity, applicable unit prices, total prices and total invoice amount.
5. Any additional information specified by the Invitation to Bid.

All invoices should be mailed to:

**Birmingham Board of Education  
ATTN: Accounts Payable  
2015 Park Place North  
Birmingham, Alabama 35203**

**Email: [accountspayable@bhm.k12.al.us](mailto:accountspayable@bhm.k12.al.us)  
cc: School/Department Contact Person**

- Upon satisfactory delivery and acceptance of goods and/or services and submission of an invoice, Birmingham City Schools will make payment to the address shown on the purchase order.
- No invoice shall be paid until all goods and/or services have been provided by the Vendor and verified by BCS staff/requestor.
- Payment terms are Net Thirty (30) Days.
- The District will not pay any penalties for late payment of invoices.

- The District is exempt from State sales tax. All federal and state taxes and fees that can be eliminated in sales to public school systems in the State of Alabama should not be included in the proposed price.

### **3.8 Gratuities**

The Board may terminate this contract if the Board finds, after notice and hearing, that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Bidder, or any agent or representative of the Bidder, to any officer or employee of the Birmingham Board of Education to secure favorable treatment with respect to the awarding, amending or making of any determination with respect to the performance of the contract.

### **3.9 Non-Discrimination**

Birmingham Board of Education is committed to ensuring equal opportunity in and equal access for Bidders regardless of race, color, religion, national origin, gender, age, disability or sexual orientation. In this regard, the Board encourages Bidders to show a good faith effort to utilize services and materials from minority and women owned suppliers and contractors.

Bidder shall not discriminate against client, employee or applicant for employment because of race, age, color, religion, sex, national origin, physical or mental disability, marital status or medical status. Bidder shall comply with all applicable sections of the American with Disability Act.

### **3.10 Confidential and Proprietary**

No claim of confidentiality or proprietary information in all or any portion of a response to the Invitation to Bid will be honored unless a specific exemption from the Public Records Law exists and it is cited in the bid. An incorrectly claimed exemption does not disqualify the Bidder, only the exemption claimed.

### **3.11 Cancellation/Termination**

Failure by either party to perform any of its provisions will constitute a default and breach of contract, in which case, the other party may require corrective action within ten (10) calendar days from the date the defaulting party receives written notice citing the nature of the breach. Failure of the defaulting party to take corrective actions or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) calendar days will authorize the other party to terminate this agreement by written notice. The Board reserves the right to terminate this agreement by providing thirty (30) calendar days written notice.

Continuation of any agreement between the Board and a Vendor beyond a fiscal year is contingent upon appropriation of funds for the purpose of this ITB and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidation damages shall accrue the Board as a result.

### **3.12 Permits and Licenses**

Bidders shall, at their own expense, obtain all necessary permits and licenses and shall comply with all applicable local, state and federal laws, codes, ordinances, rules, and regulations necessary for the full execution of the requirements stated herein. Bidders shall maintain all such permits, licenses, and compliances in a current status throughout the course of the contract.

### **3.13 Independent Contractor**

The successful Bidder awarded the contract will be an Independent Contractor and not an employee of the Birmingham Board of Education.

### **3.14 Delegation, Subcontracts and Assignment**

The Bidder will not, without written consent of the Board, make any contract with any other entity for furnishing any of the completed or substantially completed services covered by this contract or assign its obligations under this contract.

### **3.15 Procurement Rules**

The Bidder is solely responsible for the accuracy and completeness of its bid. Errors or omissions may be grounds for rejection of the bid.

### **3.16 Force Majeure**

In the event that the performance by either party of any of its obligations under this contract is interrupted or delayed by events outside of their control such as acts of God, war, riot or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of the events.

### **3.17 Governing Laws, Ordinances and Regulations**

Bidder agrees that the laws of the State of Alabama will govern any and all agreements resulting from this ITB and the venue of any legal actions will be Jefferson County, Alabama.

The services and contract will be operated in compliance with all applicable city, county, state and federal laws, ordinances and regulations.

### **3.18 Public Disclosure**

Subject to applicable law or regulations, the content of each Bidder's bid submission shall become public information upon the effective date of any resulting contract.

### **3.19 Pending Legal Actions**

Bidder must identify any lawsuits or other legal proceedings against Bidder, which pertain to any of the services, which are a part of Bidder's bid. Bidder must attach a copy of it and state with specificity the current status of the proceedings.

### **3.20 Warranty of Price**

Birmingham City Schools will pay the price for services specified by the Bidder's bid. The Bidder warrants its price to be no higher than the Bidder's current prices on services by others for identical services covered by this Invitation to Bid for others for similar services, under similar conditions, and methods of purchase. During the course of this contract, the Bidder will inform Birmingham City Schools, and give Birmingham City Schools the opportunity to take advantage of any price decrease on services requested by similar customers.

### **3.21 Safety Warranty**

Bidder warrants that the goods sold to Birmingham City Schools conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) as amended. In the event the

goods do not so conform, the Bidder must correct or replace the goods at the Bidder's expense. If the Bidder fails to do so within a reasonable time, Birmingham City Schools, at its discretion, may cause the correction to be made at the Bidder's expense, or may return the goods at the Bidder's expense and terminate this contract.

### **3.22 Right to Purchase Elsewhere**

The Board will not actively solicit bids and quotations or otherwise test the market solely for the purpose of seeking alternative sources for the specified services. If the contract term(s) are not met, the Board reserves the right to enter into a contract with the next lowest responsible Bidder for all services covered by this contract.

## EXHIBIT 1 – 2023-2024 DISTRICT CALENDAR

### 2023-2024 BCS District Calendar

July 2023						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2023

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2023

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2023

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2023

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

July

4

Independence day

August

1,2 & 3

Professional Development Days

4

Teacher Work Day

7

Students' First Day

19

# Student Days

23

# Teacher Days

September

4

Labor Day

7

Progress Reports Go Home

29

e-Learning Day / Teacher Work Day

20

# Student Days

20

# Teacher Days

October

6

End of 1st Grading Period

9-13

Fall Intercession

19

Report Cards Go Home

27

Fall Break

16

# Student Days

16

# Teacher Days

November

10

Veterans Day Observed

16

Progress Reports Go Home

20-21

e-Learning / Professional Development

22-24

Thanksgiving holidays

18

# Student Days

18

# Teacher Days

December

4

e-Learning Day/ Teacher Work Day

11-15

Final Exams Window

19

End of 2nd Grading Period

18-19

e-Learning / Professional Development

20-29

Winter Holidays

13

# Student Days and # Teacher Days

January 2024

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March 2024

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2024

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2024

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

January

1

Winter Holiday

2

e-Learning Day / Teacher Work Day

3

Students Return to School

11

Report Cards Go Home

15

Martin Luther King Jr. Day

16-19

Winter Intercession

17

# Student Days and # Teacher Days

February

8

Progress Reports Go Home

19

Presidents' Day

20

e-Learning / Teacher Work Day

20

# Student Days

20

# Teacher Days

March

15

End of 3rd Grading Period

18-22

Spring Intercession

25-29

Spring Break

11

# Student Days

11

# Teacher Days

Report card

4

Report Cards Go Home

22

# Student Days

22

# Teacher Days

May

2

Progress Reports Go Home

3

e-Learning / Teacher Work Day

27

Memorial Day

6-10

Final Exams Window

22

# Student Days

22

# Teacher Days

June

4

Students' Last Day / End of the 4th Grading Period

5-6

Professional Development Days

7

Last Day for Teachers / Teacher Work Day

13

Report Cards Go Home

19

Juneteenth

2

# Student Days

5

# Teacher Days

## EXHIBIT 2 - SERVICE LOCATIONS

School/Dept.	Machine Type	Quantity		Delivery/Service Address
Elementary (18)		Snack	Beverage	
Avondale	Snack/Beverage	0	1	4000 8th Court South 35222
Barrett	Snack/Beverage	0	1	7601 Division Avenue 35206
Brown	Snack/Beverage	0	1	4811 Court J 35208
Central Park	Snack/Beverage	0	1	4915 Avenue Q 35208
EPIC	Snack/Beverage	0	0	1000 10th Avenue South 35205
Glen Iris	Snack/Beverage	0	1	1115 11th Street South 35205
Hemphill	Snack/Beverage	0	1	714 12th Street SW 35211
Huffman Academy	Snack/Beverage	0	0	1212 Cheyenne Boulevard 35215
Norwood	Snack/Beverage	0	0	3136 Norwood Boulevard 35234
Martha Gaskins	Snack/Beverage	1	1	200 Dalton Drive 35215
Minor	Snack/Beverage	0	0	2425 Avenue S Ensley 35218
Oliver	Snack/Beverage	0	0	6871 6th Court South 35212
Oxmoor Valley	Snack/Beverage	0	0	3600 Sydney Drive 35211
Princeton	Snack/Beverage	0	1	1425 2nd Avenue West 35208
Robinson	Snack/Beverage	1	2	8400 1st Avenue South 35206
Sun Valley	Snack/Beverage	0	1	1010 18th Avenue NW 35215
Tuggle	Snack/Beverage	0	0	412 12th Court North 35204
West End Academy	Snack/Beverage	0	0	1840 Pearson Avenue SW 35211
<b>Total:</b>		<b>2</b>	<b>11</b>	
<b>K-8 (10)</b>				
Bush	Snack/Beverage	0	0	1832 Center Way South 35205
Bush Hills Academy	Snack/Beverage	0	0	901 16th Street West 35208
Christian	Snack/Beverage	0	1	725 Mountain Drive 35206
Hayes	Snack/Beverage	0	0	505 43rd Street North 35222
Hudson	Snack/Beverage	0	0	3300 F.L. Shuttlesworth Dr. 35207
Inglennook	Snack/Beverage	0	0	4120 Inglennook Street 35217
Phillips Academy	Snack/Beverage	2	2	2316 7th Avenue North 35203
South Hampton	Snack/Beverage	0	0	565 Sheridan Rd. Pratt City 35214
Washington	Snack/Beverage	0	0	115 4th Avenue South 35205
Wylam	Snack/Beverage	0	0	701 Erie Street 35224
<b>Total:</b>		<b>2</b>	<b>3</b>	
<b>Middle 6-8 (8)</b>				
Arrington	Snack/Beverage	1	2	2101 Jefferson Avenue SW 35211
Green Acres	Snack/Beverage	2	2	1220 67th Street Ensley 35228
Huffman	Snack/Beverage	1	2	517 Huffman Road 35215
Jones Valley	Snack/Beverage	1	1	2000 31st Street SW 35221
Ossie Ware	Snack/Beverage	0	0	501 81st Street South 35206
Putnam	Snack/Beverage	0	0	1757 Montclair Road 35210
Smith	Snack/Beverage	1	2	1124 Five Mile Road 35215
Wilkerson	Snack/Beverage	0	1	116 11th Court West 35204
<b>Total:</b>		<b>6</b>	<b>10</b>	

## EXHIBIT 2 -SERVICE LOCATIONS (Continued)

School/Depts.	Machine Type	Quantity		Delivery/Service Address
<b>High (7)</b>		<b>Snack</b>	<b>Beverage</b>	
Carver	Snack/Beverage	4	7	3900 24th Street North 35207
Huffman	Snack/Beverage	3	2	950 Springville Road 35215
Jackson-Olin	Snack/Beverage	3	2	1300 Avenue F, Ensley 35218
Parker	Snack/Beverage	1	3	400 Rev. Abraham Woods Jr. Blvd. 35204
Ramsay	Snack/Beverage	3	4	1800 13th Avenue South 35205
Wenonah	Snack/Beverage	4	3	2800 Wilson Road SW 35221
Woodlawn	Snack/Beverage	3	2	5620 1st Avenue North 35212
<b>Total:</b>		<b>21</b>	<b>23</b>	
<b>Alternative (1)</b>				
Dupuy	Snack/Beverage	0	0	4500 14th Avenue North 35212
<b>Total:</b>		<b>0</b>	<b>0</b>	
<b>Adm./Depts. (4)</b>				
Central	Snack/Beverage	1	1	2015 Park Place North 35203
South Eastlake	Snack/Beverage	0	0	720 86th Street South 35206
Lincoln	Snack/Beverage	1	1	901 9th Avenue North 35204
Wells Fargo	Snack/Beverage	0	0	7524 1 <sup>st</sup> Avenue North, Eastlake 35206
<b>Total:</b>		<b>2</b>	<b>2</b>	

### Additional Locations – Need Vending Machines

Location	Machine Type	Quantity		Delivery/Service Address
		<b>Snack</b>	<b>Beverage</b>	
Kennedy	Snack/Beverage	1	1	125 63 <sup>rd</sup> Street North 35212
<b>Total:</b>		<b>1</b>	<b>1</b>	

Current Snack: 33

Additional Snack: 1

**Total Snack: 34**

Current Beverage: 49

Additional Beverage: 1

**Total Beverage: 50**

## ATTACHMENT A – BID SHEET

In a separate sealed envelope, Bidder shall include this Bid Sheet and any additional supporting information to clarify pricing.

Please Note: Prices shall not include Federal excise or state sales and use taxes. The Birmingham Board of Education is exempt from Federal excise and Alabama sales and use taxes.

VENDING AND DISPENSING SERVICES		
Description	Commission Rate Percentage	
<b>Category 1:</b> Vending/Beverage Products	_____ %	
<b>Category 2:</b> Vending/Snack Products	_____ %	
<b>Category 3:</b> Concession Pricing	<b>Purchase Price</b>	
- 20 oz. Carbonated Drinks	\$ _____	Per Case (24)
- 20 oz. Isotonics	\$ _____	Per Case (24)
- 12 oz. Isotonics (Low Calorie)	\$ _____	Per Case (24)
- 20 oz. Water	\$ _____	Per Case (24)
All Bidders shall submit a complete list of: - Beverages (carbonated and non-carbonated) provided, including price. - Sports drinks in powder form, with size, yield and prices. - All products and pricing for vending machines.		

The Bidder hereby agrees the cost/pricing listed shall be all-inclusive to provide the goods and/or services in accordance with the terms, conditions, and requirements set forth in this ITB.

Start Date/Installation Date After Receipt of a Purchase Order or Contract: \_\_\_\_\_ Calendar Days

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Signature of Authorized Official**

\_\_\_\_\_  
**Date**



## ATTACHMENT B – INSURANCE REQUIREMENTS

Throughout the term of this contract and for applicable statutes of limitation periods, Bidder shall maintain in full force and effect, the insurance coverage set forth in this ITB. Additional insurance requirements omitted may be requested and if so, will be incorporated into the terms and conditions of the contract with the successful Bidder.

All insurance policies shall be issued by companies authorized to do business in the State of Alabama and have an A.M. Best Rating of “A” or better.

All Bidders must provide proof of insurance and carry the types and minimum limits of insurance to include the following:

TYPES OF INSURANCE	MINIMUM LIMITS OF LIABILITY
<b>Workers Compensation</b>	\$100,000 – Limit each occurrence
<b>Commercial General Liability</b> Bodily injury and Property Damage Bodily Injury and Property Damage Personal Injury Comprehensive Form including Premises/Operation, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury.	\$1,000,000 - combined occurrence \$1,000,000 - combined aggregate \$1,000,000 - aggregate
<b>Automobile Liability</b> Bodily Injury and Property Damage <u>Any automobile including hired and non-owned vehicles</u>	\$1,000,000 - combined single limit
<b>Umbrella Coverage</b>	\$1,000,000 – each occurrence \$1,000,000 - aggregate
<b>ADDITIONAL INSURED:</b> All insurance policies shall name and endorse the following as additional insured: Birmingham Board of Education, Birmingham City Schools, its Superintendent and their officers, employees, and agents.	
<b>NOTIFICATIONS:</b> Thirty (30) Day(s) prior written notice of cancellation, non-renewal, restrictions, or reduction in coverage limits.	
Birmingham Board of Education shall be named as the Certificate Holder as outlined below: <b>The “Certificate Holder” should read as follows:</b> <div style="text-align: center;"> <b>Birmingham Board of Education</b>  <b>Attn: Purchasing Department, Room 202</b>  <b>2015 Park Place North</b>  <b>Birmingham, Alabama 35203</b> </div> <b>Please add the BID Number (ITB #2023-18) Covered by the Certificate of Insurance.</b>	

**ATTACHMENT B**  
**INSURANCE REQUIREMENTS**  
**(Continued)**

<b>CERTIFICATE OF LIABILITY INSURANCE</b>		<b>DATE (MM/DD/YYYY)</b>				
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
<b>IMPORTANT:</b> If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
<b>PRODUCER</b>  <div style="border: 1px solid black; padding: 5px; min-height: 100px;">             Insurance Provider's Name and Address Here           </div>	<b>CONTACT</b> NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL: _____ ADDRESS: _____ <div style="border: 1px solid black; padding: 5px; min-height: 100px;">             INSURER(S) AFFORDING COVERAGE             <div style="float: right; width: 100px;">NAIC #</div> </div>					
<b>INSURED</b>  <div style="border: 1px solid black; padding: 5px; min-height: 100px;">             Your Company's Name and Address Here           </div>	INSURER A : _____ INSURER B : _____ INSURER C : _____ INSURER D : _____ INSURER E : _____ INSURER F : _____					
<div style="display: flex; justify-content: space-between;"> <span><b>COVERAGES</b></span> <span><b>CERTIFICATE NUMBER:</b></span> <span><b>REVISION NUMBER:</b></span> </div>						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	<b>TYPE OF INSURANCE</b>	ADDL SUBR INSR WVD	<b>POLICY NUMBER</b>	<b>POLICY EFF</b> (MM/DD/YYYY)	<b>POLICY EXP</b> (MM/DD/YYYY)	<b>LIMITS</b>
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ _____ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$: _____					EACH OCCURRENCE \$ AGGREGATE \$ _____ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES</b> (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  <div style="border: 1px solid black; padding: 10px; min-height: 60px;">             Additional Insured: Birmingham Board of Education, Birmingham City Schools, its Superintendent, officers, employees and agents.           </div>						
<b>CERTIFICATE HOLDER</b>  Birmingham Board of Education Attn: Purchasing Department, Room 202 2015 Park Place North Birmingham, Alabama 35203				<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <div style="border: 1px solid black; padding: 5px; min-height: 40px;"> <b>AUTHORIZED REPRESENTATIVE</b>   <div style="text-align: center;">Handwritten Signature</div> </div>		

**ATTACHMENT B**  
**INSURANCE REQUIREMENTS**  
**(Continued)**

If any insurance policies required under this ITB lapse during the term of this agreement or any extension or renewal of the same, Bidder shall not be able to operate until such time Birmingham City Schools has received satisfactory evidence of reinstated coverage of the types of coverage and limits specified in this ITB effective as of the lapse date.

Bidder shall be responsible for submitting a new renewal insurance certificate to Birmingham City Schools Director of Purchasing at a minimum of sixty (60) calendar days in advance of expiration.

The Bidder shall maintain in force at his/her own expense, such insurance as will protect him/her, Birmingham Board of Education and Birmingham City Schools from claims which may arise out or result from the Bidder's execution of the work, whether such execution be by himself/herself, his/her employees, agents, subcontractors or by anyone for whose acts any of them may be liable.

**BIDDER'S AND INSURANCE AGENT STATEMENT:**

We understand the insurance requirements contained in these specifications, and that the evidence of said insurance is required within five (5) business days of the Notice of Award.

Birmingham Board of Education, Birmingham City Schools, its Superintendent and their officers, employees, and agents must be d as **"ADDITIONAL INSURED"** on the Certificate of Insurance. Birmingham Board of Education desires proof of insurability at levels required for this ITB.

☐ **A current Certificate of Insurance is attached.**

☐ **A current Certificate of Insurance to be provided after Notice of Award as outlined above.**

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Signature of Authorized Official**

\_\_\_\_\_  
**Date**

**ATTACHMENT C – ADDENDA ACKNOWLEDGEMENT**

Complete Part 1 or Part 2, whichever applies.

It is the Bidder’s responsibility to view the website for updates and addenda concerning this ITB.

All Bidders shall be required to acknowledge receipt of all addenda by fully completing, signing and submitting this form, **Attachment C**, with their bid response to be considered for award.

If not acknowledged, their bid response may be removed from consideration.

Addenda will be posted on the BCS website at <https://www.bhamcityschools.org/Page/332> as outlined in the ITB Schedule of Events.

**Part 1:** I hereby acknowledge the following addenda for this ITB:

Addendum: # _____	Release Date: _____
Addendum: # _____	Release Date: _____
Addendum: # _____	Release Date: _____
Addendum: # _____	Release Date: _____
Addendum: # _____	Release Date: _____
Addendum: # _____	Release Date: _____

**Part 2:** ☐ No Addendum was released and posted for this ITB.

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Signature of Authorized Official**

\_\_\_\_\_  
**Date**

## ATTACHMENT D – REFERENCES

Please submit three (3) references for contracts of similar scope and size completed within the last three (3) years.

1. Company : \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Description: \_\_\_\_\_

Duration of Contract: \_\_\_\_\_

2. Company : \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Description: \_\_\_\_\_

Duration of Contract: \_\_\_\_\_

3. Company : \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Description: \_\_\_\_\_

Duration of Contract: \_\_\_\_\_

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**Company**

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**Signature of Authorized Official**

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**Date**

## ATTACHMENT E – CERTIFICATION REGARDING DEBARMENT

### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

#### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

#### Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT
PRINTED AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

## **ATTACHMENT F – ALABAMA CHILD PROTECTION ACT OF 1999, CHAPTER 22A**

### **ARTICLE 1**

**Criminal History Background Information Checks on Applicants for Certification, Applicants for Employment, Nonpublic Current Employees, and Current Employees Under Review.**

### **ARTICLE 2**

**Criminal History Background Information Checks of Current Public Certified and Current Public Noncertified Employees.**

Under the National Child Protection Act of 1993, states are required to implement a computerized information system to provide child abuse crime information through the Federal Bureau of Investigation National Criminal History Record Information System and may conduct a nationwide criminal history background check for the purpose of determining whether an individual who will have unsupervised access to children is suitable for employment or has been convicted of a crime that bears upon the fitness of the individual.

Therefore, in establishing the Alabama Child Protection Act of 1999, it is the intent of the Legislature to provide for the implementation of a system that allows the State Superintendent of Education, local Boards of Education, and other nonpublic schools to ensure that prospective employees and current employees are suitable for employment and have not been convicted of a crime that bears upon the fitness of the individual.

Therefore, any person employed to serve an authorized employer as defined in this chapter, including those individuals that provide services to local employing Boards or nonpublic schools, when the person so employed has unsupervised access to children in an educational environment.

I certify that I have received and read the contents herein of the Alabama Child Protection Act of 1999, Chapter 22A.

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**Company**

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**Signature of Authorized Official**

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**Date**

## ATTACHMENT G – BCS MINORITY PARTICIPATION PROGRAM

It is the policy of the Birmingham Board of Education (“Board”) that minority and disadvantaged businesses shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Board funds. This policy is equally applicable to all construction contracts, contracts relating to the purchase of goods, materials and equipment, and non-bid contracts for professional services. All contractors shall take all necessary and reasonable steps to ensure that minority owned businesses have the maximum opportunity to compete for and perform Board contracts.

Bidders on construction contracts are advised that construction contracts shall be awarded to the lowest responsive and responsible bidder; and that meeting the goals set forth in this Policy or making an acceptable good faith effort to meet said Goals are conditions of being awarded a Board construction contract.

Minority and disadvantaged businesses shall be those businesses designated as such by the Regulations issued by the Equal Employment Opportunity Commission (“EEOC”), as they may be amended from time to time.

It is the goal of the Board that 30% of the total dollar amount available each fiscal year to the Board for contracts covered by this Policy shall be spent with minority and/or disadvantaged businesses. It is further the goal of the Board that minority and/or disadvantaged businesses located within Birmingham Standard Metropolitan Area be utilized whenever possible and practicable.

The purpose of establishing these goals for minority involvement is to ensure that these businesses are given an equal opportunity to compete for contract dollars from public funds.

The goals set out herein shall apply to all contracts and subcontracts financed in whole or in part with Board funds, including, without limitation, contracts for construction, purchase of goods, materials and equipment, and professional services.

A designated representative of the Superintendent, employed by the Board, shall oversee this policy’s requirements and assist contractors and Board departments in the performance of the goals contained in this policy including a current listing of minority and disadvantaged persons and businesses which provide goods, materials, equipment or professional services customarily sought or purchased by the Board. This designee shall ensure that this Policy is reflected in bids, specifications, request for bids, and/or contracts of the Board.

The Board shall no less than annually review the goals for award of contracts to minorities and the percentage goal established in this policy. The provisions of this Policy shall be periodically reviewed by the Superintendent and the Board. Recommended changes in the program which are required to effectively administer the program may be made by the Superintendent with the approval of the Board. A quarterly review of all construction contracts, contracts relating to the purchase of goods, materials and equipment, and professional services contracts will be provided to the Board.

I certify that I have received and read the contents herein of Birmingham City Schools Minority Participation Program.

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**Company**

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**Signature of Authorized Official**

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**Date**



**ATTACHMENT H – BCIA MINORITY PARTICIPATION**

The Birmingham Board of Education has established the specified goal that 30% of the total dollar amount available each fiscal year to the Board for contracts shall be spent with minority and/or disadvantaged businesses.

☐ Listed below are certified minority business enterprises that my company intends to utilize in the performance of this project.

Vendor	Contract Amount	% of Contract	Classification
:	\$		<input type="checkbox"/> MBE
Address:			<input type="checkbox"/> WBE
City/State:			<input type="checkbox"/> DBE
:	\$		<input type="checkbox"/> MBE
Address:			<input type="checkbox"/> WBE
City/State:			<input type="checkbox"/> DBE
:	\$		<input type="checkbox"/> MBE
Address:			<input type="checkbox"/> WBE
City/State:			<input type="checkbox"/> DBE

☐ We do not have any minority vendor participation.

The Birmingham Construction Industry Authority (BCIA) is available to assist bidders in identifying qualified MBE/WBE Vendors at 205.324.6202.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

**ATTACHMENT I – STATE OF ALABAMA IMMIGRATION LAW CERT. OF COMPLIANCE**

The Bidder shall provide written certification of compliance with Section 9 of the State of Alabama Immigration Law (Act 2011-535) by selecting one (1) of the following:

☐ The Alabama Immigration Law **DOES NOT** apply to the below d company because the company does not employ an individual or individuals within the State of Alabama.

☐ The Alabama Immigration Law **DOES NOT** apply to the below d company. Please explain:

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☐ The Alabama Immigration Law **DOES** apply to the below named company. The company is located in Alabama or the company has employees working in Alabama.

And

☐ The **Bidder's E- Verify Memorandum of Understanding (MOU)** is **included** with the Bid Response.

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**Company**

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**Signature of Authorized Official**

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**Date**

## **ATTACHMENT J – DRUG-FREE WORKPLACE CERTIFICATION**

The undersigned Bidder hereby certifies that it will provide a drug-free workplace program by:

- Publishing a statement notifying its employees that the lawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Bidder's workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
- Establishing continuing drug-free awareness program to inform its employees about:
  - The dangers of drug abuse in the workplace.
  - The Bidder's policy on maintaining a drug-free workplace.
  - The available drug counseling, rehabilitation, and services.
  - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- Giving all employees engaged in the performance of the contract a copy of the statement concerning drug-free workplace.
- Notifying employees in writing, of the statement concerning a drug-free workplace, that as a condition of employment on a covered contract, the employee shall abide by the terms of the statement.
- The Bidder shall make a good faith effort to maintain a drug-free workplace program through implementation of all of the above, but not limited to, in this certification.

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**Company**

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**Signature of Authorized Official**

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**Date**

## **ATTACHMENT K – BID CERTIFICATION**

The Bidder proposes to provide and deliver the labor, equipment, materials, and services required for **ITB #2023-18, VENDING AND DISPENSING SERVICES** at the price(s) stated.

It is understood and agreed that:

- This bid constitutes an offer, which when accepted in writing by Birmingham City Schools, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and Birmingham City Schools.
- The Bidder has read the Invitation to Bid in its entirety, which includes specifications and requirements and that this bid is made in accordance with the provisions of such specifications and requirements. Any exceptions are noted in writing and included with this bid.
- The Bidder certifies that it meets or exceeds the stated specifications and requirements.

### **BID SIGNATURE AND CERTIFICATION:**

By my signature, I hereby certify that I am legally authorized to execute contracts and bind the company. I am in complete acceptance of the contents inclusive of this Invitation to Bid, all exhibits, attachments, appendices, and the contents of any addenda released hereto.

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**Company**

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**Signature of Authorized Official**

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**Date**

## **ATTACHMENT L – NON-COLLUSION CERTIFICATION**

**By submission of this bid, the Bidder certifies that:**

- This bid has been independently arrived at without collusion with any other Bidder or with any competitor.
- This bid has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids to any other Bidder, competitor or potential competitor.
- No attempt has been or will be made to induce any other person, partnership, company or corporation to submit or not to submit a bid.
- The person signing this bid certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as the person signing on its behalf.

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**Company**

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**Signature of Authorized Official**

---

**Date**

## ATTACHMENT M – VENDOR QUESTIONNAIRE

<b>Legal Business :</b>		
<b>Federal Employer ID No. (FEIN):</b>		
<b>Address:</b>		
<b>Primary Contact/Title:</b>		
<b>Telephone/ Fax:</b>		
<b>Email:</b>		
<b>Business Structure:</b>	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other	
<b>Number of Years in Business:</b>		<b>Number of Employees:</b>

- Is your firm a subsidiary, parent, holding company, or affiliate of another firm? ☐ Yes ☐ No
- Is your firm rated by Dunn & Bradstreet or any other rating agency? ☐ Yes ☐ No
- In the last three years has your firm held other contracts with public agencies to provide similar products or services in a size and scope similar to this solicitation? ☐ Yes ☐ No
- Does your firm have outstanding judgments pending against it? ☐ Yes ☐ No
- Within the past three years has your firm filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐ Yes ☐ No
- Has a governmental or private entity terminated your firm's contract prior to contract completion? ☐ Yes ☐ No
- Has your firm had a license suspended by a licensing agency or been found to have violated licensing laws? ☐ Yes ☐ No

List and Title of Each Principal, Owner, Officer, Partner, Proprietor, etc.		
	Title	Percentage Ownership (Enter 0% if N/A)
<b>Minority-Owned, Women-Owned &amp; Disadvantage Business Enterprise:</b> Is your firm an MBE, WBE or DBE? _____ If so, which? <input type="checkbox"/> Minority-Owned Business Enterprise (MBE) <input type="checkbox"/> Women-Owned Business Enterprise (WBE) <input type="checkbox"/> Disadvantage Business Enterprise (DBE) Is your firm a certified MBE, WBE or DBE? _____		<b>Certified:</b> Refers to a firm that has been formally certified as an MBE, WBE or DBE with a certifying agency such as: City, National Minority Supplier Development Council (NMSDC) or local affiliate; and/or Women's Business Enterprise National Council (WBENC) or local affiliate.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

## **ATTACHMENT N – DISCLOSURE STATEMENT**

Bidder shall submit with bid a listing of any relationships of the Bidder or its employees, with public officials and public employees, and family members of public officials and public employees who stand to benefit from said contract or bid.

The disclosure shall include a description of any public officials, public employees, and family members of public officials and public employees that may result either directly or indirectly from the contract or bid.

The disclosure statement shall also require the Bidder to list any and all consultants and lobbyist for said contract or bid.

To the greatest extent allowed by law, Birmingham Board of Education will not enter into any contract or appropriate any public funds with any Bidder that refuses to provide such information.

\_\_\_\_\_ No, the above does not apply to my company.

\_\_\_\_\_ Yes, the above statement(s) does apply to my company. Attached is a complete listing of all individuals who stand to benefit from this contract or bid.

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Signature of Authorized Official**

\_\_\_\_\_  
**Date**

## ATTACHMENT O – SPECIAL CONDITIONS AND REQUIREMENTS

Please Check Yes or No to acknowledge your agreement with the following conditions and requirements:

Bidders shall maintain all machines and other equipment provided for as long as the equipment is required or bid is in effect. ☐ Yes ☐ No

Bidders will be able to provide 24-hour maintenance on all equipment with a 24-hour response time. Request for maintenance must be responded to locally, that is, local telephone number to call, if needed. ☐ Yes ☐ No

Provide supplies as needed, such as but not limited to cups, paper supplies, ice chests, squeeze bottles, trash barrels, menu boards, etc., per Middle & High School concessions / athletics. ☐ Yes ☐ No

Provide monthly billing statements showing account status. ☐ Yes ☐ No

Exclusive service bid will remain in effect for three (3) years, with an option to renew for two (2) additional years, not to exceed five (5) years. ☐ Yes ☐ No

All capital expenses (i.e., ice machines, coolers, etc.) must be in place by Spring 2024. Date to be determined after bid award. ☐ Yes ☐ No

Provide coolers for concessions, per Middle and High School, as needed. ☐ Yes ☐ No

Print signs for advertising events, as requested by the school administrator. ☐ Yes ☐ No

Provide at least one ice machine at each concession, per Middle and High School, if requested. ☐ Yes ☐ No

Donate an annual sponsorship fee to meet additional needs at the school (decided by the CSFO and school administrator) or a one-time fee for the term of the contract. ☐ Yes ☐ No

Indicate Amount: \$\_\_\_\_\_ Annual Donation \$\_\_\_\_\_ One-Time Donation  
\$\_\_\_\_\_ Elementary \$\_\_\_\_\_ Middle \$\_\_\_\_\_ High

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Company

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Signature of Authorized Official

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Date